Karen Johnson Davidson County
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STATE OF TENNESSEE

I, RICHARD R. ROOKER, Clerk of the Circuit Court for Davidson County, in the State aforesaid, do hereby certify that the foregoing is a true and correct copy of the Order heretofore entered in the FOURTH Circuit Court for Davidson County, Tennessee, on the 13 day of JULY, 2016, in Docket Number 16D357 between WATSON-UTTERSTROM, CHRISTINA EWING, Plaintiff, and UTTERSTROM, CARL OSCAR PHILLIP, Defendant, as same remains of record in the Minutes of said Court.

IN TESTIMONY WHEREOF, I hereunto subscribe my name and affix the seal of said Court, at office, in Nashville, the 29 day of JANUARY in the year two thousand twenty and in the 243rd year of American Independence.

RICHARD R. ROOKER, Clerk,

[SEAL] RICHARD R. ROOKER CIRCUIT COURT CLERK

By: _____
Deputy Clerk

IN THE FOURTH CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE AT NASHVILLE

FILED

CHRISTINA EWING WATSON-UTTERSTROM Plaintiff/Wife, v. CARL OSCAR PHILLIP UTTERSTROM, Defendant/Husband.	2016 JUL 13 PM 2:00 RICHARD R. ROOKER, CLERK D.C. Docket No. 16D357 NOTICE OF ENTRY REQUESTED

FINAL DECREE OF DIVORCE

This cause came to be heard on the 13th day of July, 2016, before the Honorable Philip E. Smith, Judge of the Fourth Circuit Court for Davidson County, Tennessee, upon the Wife's Complaint for Absolute Divorce, submission to the Court of a duly executed Marital Dissolution Agreement and Permanent Parenting Plan, and the entire record. From all of which the Court finds that the Wife should be awarded an absolute divorce upon the grounds of irreconcilable differences. The Court further affirmatively finds that the parties have made adequate and sufficient provision by written agreement for the equitable settlement of any property rights between parties and that the Permanent Parenting Plan submitted for approval is in the best interest of the parties and their minor child and makes adequate provisions for the support, maintenance and parenting of the minor child and should be approved and made the Order of this Court.

It is therefore ORDERED, ADJUDGED, and DECREED that the Wife, CHRISTINA EWING WATSON-UTTERSTROM, should be and is hereby granted an absolute divorce from the Husband, CARL OSCAR PHILLIP UTTERSTROM, upon the grounds of irreconcilable differences, and that she should be and is hereby restored to all of the rights and privileges of an unmarried person.

It is further ORDERED, ADJUDGED, and DECREED that the Marital Dissolution Agreement and Permanent Parenting Plan heretofore executed by the parties is hereby adopted in its entirety as an Order of this Court, and more particularly set out as follows, to wit:

IN THE FOURTH CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE
AT NASHVILLE

FILED
2016 JUN 16 AM 9:45
RICHARD R. ROOT, CLERK

CHRISTINA EWING WATSON-UTTERSTROM,	)	
Plaintiff,	)	
VS.	)	Docket No. 16D357
CARL OSCAR PHILIP UTTERSTROM,	)	
Defendant.	)	

MARITAL DISSOLUTION AGREEMENT

WHEREAS, CHRISTINA EWING WATSON-UTTERSTROM, (hereinafter referred to as the "WIFE") and CARL OSCAR PHILIP UTTERSTROM, (hereinafter referred to as the "HUSBAND") have suffered irreconcilable differences in their marriage so that the same is now irretrievably broken; and,

WHEREAS, the parties are presently living separate and apart; and,

WHEREAS, the parties desire to enter into a Marital Dissolution Agreement providing for the division of their property and debts, and to tender this Agreement to the Court for approval in the event that a Final Decree of Divorce is granted in this cause; and,

WHEREAS, the parties desire to enter into a Permanent Parenting Plan providing for all issues of the parties' minor child including visitation, child support, and shared parenting; and,

WHEREAS, it is understood that the WIFE has filed suit for absolute divorce upon the grounds of irreconcilable differences in the Fourth Circuit Court for Davidson

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County, Docket # 16D-357, pursuant to Tennessee Code Annotated § 36-4-103. It is further understood that the HUSBAND, by signing this Agreement, makes a general appearance without being served or filing an Answer, before the Fourth Circuit Court for Davidson County at Nashville, Tennessee for the purpose of granting the WIFE a divorce upon the grounds of irreconcilable differences; and

WHEREAS, there is one minor child born of this marriage, namely, wit,

Erik William Carl Utterstrom D.O.B.: 12/16/2009

WHEREAS, the parties own real property and do own some items of personal property;

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein, the parties agree as follows:

I. NO INTERFERENCE.

It is agreed by and between the parties, that each party shall be free from interference, authority and control, direct or indirect, by the other, as fully as if he or she were single and unmarried. It is further agreed that neither party shall molest nor threaten nor harass the other.

II. DIVORCE.

It is agreed by and between the parties that the WIFE shall proceed to obtain an absolute divorce upon the grounds of irreconcilable differences.

III. PERSONAL PROPERTY.

a) Vehicles. It is agreed by and between the parties that the WIFE shall keep as her sole property the 2014 Honda CRV, VIN: 3CZRM3H3XEG704960 which she drives as her vehicle, titled in the WIFE and HUSBAND'S names. Any interest of the

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HUSBAND in the vehicle is hereby divested from the HUSBAND and reinvested in the WIFE so that the WIFE shall own said vehicle as her sole property, free and clear of any claim of the HUSBAND. Said vehicle is paid in full. HUSBAND shall cooperate and sign the title or any document necessary to ensure that the vehicle is titled solely in the WIFE's name.

It is agreed by and between the parties that the HUSBAND shall keep as his sole property the 2008 Honda CRV, VIN: 8L006913 which he drives as his vehicle, titled in the HUSBAND's name. Any interest of the WIFE in the vehicle is hereby divested from the WIFE and reinvested in the HUSBAND so that the HUSBAND shall own said vehicle as his sole property, free and clear of any claim of the WIFE. Said vehicle is paid in full. WIFE shall cooperate and sign the title or any document necessary to ensure that the vehicle is titled solely in the HUSBAND's name.

b) Household Furniture, Fixtures & Appliances. It is agreed by and between the parties that they shall each own as their sole property the household items now in their possession, free and clear of any interest or claim of the other party. The parties acknowledge that they have already divided between themselves all other items of tangible personal property. It is agreed by and between the parties that each party shall own as their sole property all items of personal property now in their possession. Any interest of one party in the personal property in the possession of the other party is hereby divested from the one and reinvested in the other so that they shall each own that property in their possession as their sole property, free and clear of any claim of the other.

c) Bank Accounts. It is agreed by and between the parties that each party shall own as their sole property any and all bank accounts, being checking, savings or

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otherwise, that they have in their sole names. It is further agreed by and between the parties that each party shall relinquish any claim that they may have in any funds in the bank account in the name of the other. The parties acknowledge that they do not have a joint bank account.

IV. REAL PROPERTY.

It is agreed by and between the parties that the WIFE shall relinquish any interest that WIFE might have in the real property owned by the HUSBAND located at 3105 Barksdale Harbor Drive, Nashville, TN 37214, so that the HUSBAND shall own this property free and clear of any interest or claim of the WIFE, and any interest of the WIFE shall be divested from WIFE and reinvested in the HUSBAND.

It is further agreed by and between the parties that the HUSBAND shall be solely responsible for the encumbrance on the aforesaid real property and that HUSBAND shall indemnify and hold the WIFE harmless thereon.

It is further agreed by and between the parties that the HUSBAND shall relinquish any interest that HUSBAND might have in the real property owned by the WIFE located at 2421 Cabin Hill Road, Nashville, TN 37214, so that the WIFE shall own this property free and clear of any interest or claim of the HUSBAND, and any interest of the HUSBAND shall be divested from HUSBAND and reinvested in the WIFE.

It is further agreed by and between the parties that the WIFE shall be solely responsible for the encumbrance on the aforesaid real property and that WIFE shall indemnify and hold the HUSBAND harmless thereon.

V. RETIREMENT PLANS.

The parties acknowledge that they have not acquired an interest in a

retirement/401(k)/pension/profit sharing plan as a result of their employment.

VI. MARITAL DEBTS.

It is agreed by and between the parties that they have incurred no joint debts during the marriage. It is further agreed by and between the parties that each party shall be solely responsible for any other debts that they have acquired in their respective names and not set forth specifically herein, and that they shall each indemnify and hold the other harmless thereon.

NOTICE: The Martial Dissolution Agreement and Final Decree of Divorce does not necessarily affect the ability of a creditor to proceed against a party or a party's property, even though the party is not responsible under the terms of the Final Decree for an account, any debt associated with an account or any debt. Therefore, it may be in your best interest to cancel, close, or freeze any jointly held accounts.

VII. ALIMONY.

It is agreed by and between the parties that neither party shall make any claim for alimony against the other, either now or in the future.

VIII. NO FURTHER ENCUMBRANCES.

It is agreed by and between the parties that neither party shall further encumber the credit of the other from and after the date of signing this Marital Dissolution Agreement.

IX. INCOME TAXES.

If in connection with any joint Federal or State income tax returns heretofore filed by the parties, there is a deficiency assessment, the amount ultimately determined to be

CEWU _____ COPU _____

due therein shall be borne by either or both of the parties depending on whether the deficiency arose out of the individual income, deduction, or misreporting of one or the other parties, and if so, to what extent, or out of a joint income or deduction. Husband and Wife each represent and warrant to the other that all Federal and State income tax returns filed during the marriage are, in all respects, true, correct and complete, and fully and accurately reflecting their income and deductions for those years. Each party further agrees to indemnify and hold the other party harmless for their portion of any such joint debt.

X. ATTORNEY FEES.

It is agreed by and between the parties that each party shall pay their own attorney fees for representation in this matter.

XI. COURT COSTS.

It is agreed by and between the parties that the court costs in this action shall be split equally by the parties.

XII. PERMANENT INJUNCTION.

It is agreed by and between the parties that both parties should be permanently restrained and enjoined from coming about the other for the purpose of harming, harassing, threatening, or intimidating the other.

XIII. FURTHER NECESSARY ACTS.

It is agreed by and between the parties that both parties will sign any and all deeds, titles, documents or other instruments necessary to carry out the purposes and intents of this Agreement.

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XIV. ESTATE WAIVER.

It is agreed by and between the parties that this Agreement is intended to be a final settlement of all property rights and support rights and obligations of the respective parties hereto, and shall constitute a discharge from all claims arising out of their marital relationship, except as provided herein. Each party hereby waives and relinquishes to the other all rights or claims which each may have or hereafter acquire under the law of any jurisdiction with respect to the others property, including without limitation, dower, courtesy, statutory allowance, homestead rights, right to take against the will of the other inheritance, descent or distribution, or right to act as administrator or executor/trix of the other's estate, except as provided by the terms of this Agreement. This Agreement applies to all property now owned by the Husband and Wife, individually or jointly, or any property that either of them may acquire in the future.

XV. ENTIRE AGREEMENT.

It is agreed by and between the parties that this Agreement contains the entire understanding of the parties and that there are no representations, warranties, covenants or undertakings other than those expressly set forth herein and that all prior and oral agreements are hereby merged with this Agreement. It is further agreed by and between the parties that this Marital Dissolution Agreement may not be amended except in writing by the consent of both parties.

XVI. ENFORCEMENT.

It is agreed by and between the parties that in the event it becomes reasonably necessary for either party to institute legal proceedings to procure the enforcement of any provision of this Agreement, and if successful, he or she shall also be entitled to a

CEWU _____ COPU _____

judgment for reasonable expenses including attorney fees incurred in prosecuting the action.

XVII. NO OTHER ASSETS.

The parties acknowledge that there are no other assets owned by them, either jointly or individually, and that they have no interest in any assets, which are not reflected by the terms of this Agreement. The parties warrant and represent that they have made a full disclosure to each other of all assets in which they have an interest.

XVIII. NO UNDUE INFLUENCE.

It is understood and agreed between the parties that this Agreement is entered into without undue influence, fraud, coercion, or misrepresentation, or for any reason not herein stated. The provisions in this Agreement and their legal effect are fully known by each of the parties, and each party acknowledges that the Agreement is fair and equitable and that it is being entered into voluntarily.

XIX. SEVERABILITY.

In the event that any provision of this Agreement shall be held invalid by a court of competent jurisdiction, such invalid provision shall not affect the other provisions of this Agreement, said provisions being severable.

XX. AFTER-ACQUIRED PROPERTY.

The parties acknowledge that between the date of execution of this Agreement and entry of a Final Decree of Divorce, the parties may acquire additional property, either real, personal, or mixed. The parties agree that each shall own such after-acquired property as his or her sole property, free and clear of any interest or claim of the other.

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XXI. ACCEPTANCE BY THE PARTIES.

With respect to each party's responsibility for the payment of certain debts and liabilities, and their obligation to hold the other harmless for the payment thereof, the parties understand and agree that their obligation is a nondischargeable debt under 11 USC Section 523(5) of the Bankruptcy Code, this obligation being part of the final financial support settlement for both parties. This financial obligation on the part of both parties is not a part of the property settlement. The division of property is set forth elsewhere in the Marital Dissolution Agreement.

XXII. TAX EXEMPT STATUS.

This Agreement is a transfer of appreciated property between spouses in connection with a divorce, and is not a sale or exchange or other disposition, but represents a division of property by co-owners.

XXII. NO TAX ADVICE.

Both parties acknowledge that neither of them are relying upon any tax advice from their respective attorneys and that said attorneys have expressed no expertise regarding the tax ramifications or tax consequences arising out of this Agreement. Each of the parties have been advised by their attorneys to seek tax counseling regarding the consequences of this Agreement from their own accountant or tax attorney and each of the parties acknowledge that they have had an opportunity to do so.

XXIV. MAIDEN NAME RESTORED.

It is hereby agreed by and between the parties that the Wife's maiden name of WATSON be restored to her so that her name will be CHRISTINA EWING WATSON.

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WITNESS OUR HANDS, this _____ day of _____, 2016 as to the WIFE, and this 15th day of June, 2016 as to the HUSBAND.

Christina Ewing Watson - Utterstrom
WIFE

Carl Oscar Philip Utterstrom
HUSBAND

STATE OF TENNESSEE)
)
COUNTY OF DAVIDSON)

Personally appeared before me, CHRISTINA EWING WATSON-UTTERSTROM, with whom I am personally acquainted or who provided identification, and who upon oath executed the foregoing instrument for the purposes contained therein.

WITNESS my hand and seal this 6 day of June, 2016.

NOTARY PUBLIC Kelly N Keene
My Commission expires: 10-18-16

KELLY N KEENE
STATE OF TENNESSEE NOTARY PUBLIC
DAVIDSON COUNTY

STATE OF TENNESSEE)
)
COUNTY OF DAVIDSON)

Personally appeared before me, CARL OSCAR PHILIP UTTERSTROM, with whom I am personally acquainted or who provided identification, and who upon oath executed the foregoing instrument for the purposes contained therein.

WITNESS my hand and seal this 15th day of June, 2016.

NOTARY PUBLIC Colleen O'Connell
My Commission expires: Oct. 18, 2016

COLEEN O'CONNELL
STATE OF TENNESSEE NOTARY PUBLIC
DAVIDSON COUNTY, TENN.

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STATE OF TENNESSEE	FOURTH CIRCUIT COURT	DAVIDSON COUNTY
PERMANENT PARENTING PLAN ORDER ☐ PROPOSED Ξ AGREED ☐ ORDERED BY THE COURT		FILE No. 16D357 DIVISION
PLAINTIFF/MOTHER *(Name: First, Middle, Last)* CHRISTINA EWING WATSON-UTTERSTROM	**DEFENDANT/FATHER** *(Name: First, Middle, Last)* CARL OSCAR PHILIP UTTERSTROM	

The parents will behave with each other and each child so as to provide a loving, stable, consistent and nurturing relationship with the child even though they are divorced. They will not speak badly of each other or the members of the family of the other parent. They will encourage each child to continue to love the other parent and be comfortable in both families.

This plan
- x is a new plan.
- ☐ modifies an existing Parenting Plan dated _____.
- ☐ modifies an existing Order dated _____.

Child's Name	Date of Birth
Erik William Carl Utterstrom	12/16/2009

I. RESIDENTIAL PARENTING SCHEDULE

A. RESIDENTIAL TIME WITH EACH PARENT

The Primary Residential Parent is Mother.

Under the schedule set forth below, each parent will spend the following number of days with the children:

MOTHER = 182.5 days FATHER = 182.5 days

B. DAY-TO-DAY SCHEDULE

Mother shall have responsibility for the care of the child except at the following times when the Father shall have responsibility:

From Tuesday at 3:00p.m. to Monday at 8:00a.m.
Day and Time *Day and Time*

☐ every week Ξ every other week ☐ other: _____.

This parenting schedule begins ☐ _____ **or** Ξ date of the Court's Order.
Day and Time

C. HOLIDAY SCHEDULE AND OTHER SCHOOL FREE DAYS

Indicate if child or children will be with parent in ODD or EVEN numbered years or EVERY year:

	MOTHER/PARENT 1	FATHER/PARENT 2
New Year's Day	Even	Odd
Martin Luther King Day	Odd	Even
Presidents' Day	Even	Odd
Easter Day (unless otherwise coinciding with Spring Vacation)	Odd	Even
Mother's Day	Every	
Memorial Day (if no school)	Even	Odd
Father's Day		Every
July 4th (ends 7/5 10 am)	Every	
Labor Day	Odd	Even
Halloween (3pm – 8pm)	Even	Odd
Thanksgiving Day & weekend	Every	
Children's Birthdays(3pm – 8pm)	Odd	Even
Other School-Free Days	Even	Odd
Mother's Birthday (9/2)	Every	
Father's Birthday (11/9)		Every
Mid-Summer Holiday:		Every

A holiday shall begin at 6:00 p.m. on the night preceding the holiday and end at 6:00 p.m. the night of the holiday.

D. FALL VACATION (*If applicable*)

The day-to-day schedule shall apply except as follows: Fall Vacation shall be alternated yearly between the parents with the Mother having the child for the entirety of Fall Vacation (from the time school is dismissed for Fall Vacation until the time school is resumed) in odd-numbered years and the Father having the child for the entirety of Fall Vacation (from the time school is dismissed for Fall Vacation until the time school is resumed) in even-numbered years beginning on the date of the Court's Order.

E. WINTER (CHRISTMAS) VACATION

The day-to-day schedule shall apply except as follows: The Ξ Father shall have the child from December 23rd at 6:00p.m. until December 24th at 9:00p.m. and the Ξ Mother shall have the child from December 24th at 9:00p.m. until December 26th at 9:00a.m. Ξ every year.

F. SPRING VACATION (*If applicable*)

The day-to-day schedule shall apply except as follows: Spring Vacation shall be alternated yearly between the parents with the Mother having the child for the entirety of Spring Vacation (from the time school is dismissed for Spring Vacation until the time school is resumed) in even-numbered years and the Father having the child for the entirety of Spring Vacation (from the time school is dismissed for Spring Vacation until the time school is resumed) in odd-numbered years beginning on the date of the Court's Order.

G. SUMMER VACATION

The day-to-day schedule shall apply except as follows: The Father shall have the child for three (3) consecutive weeks during Summer Vacation every year while the Father is in Sweden and/or Europe. The exact dates will vary year-to-year and will be decided by both parents.

Is written notice required? X Yes by April 1st of each year

H. TRANSPORTATION ARRANGEMENTS

The place of meeting for the exchange of the child shall be: The party whose turn it is to begin parenting time will pick up the child to begin their parenting time.

Payment of long distance transportation costs *(if applicable):* ☐ Mother ☐ Father Ξ both equally.

If a parent does not possess a valid driver's license, he or she must make reasonable transportation arrangements to protect the child while in the care of that parent.

I. SUPERVISION OF PARENTING TIME *(If applicable)*

☐ **Check if applicable**

Supervised parenting time shall apply during the day-to-day schedule as follows:
☐ Place:
☐ Person or organization supervising:
☐ Responsibility for cost, if any: ☐ Mother ☐ Father ☐ both equally.

J. OTHER

The following special provisions apply: Parents agree that they shall communicate via telephone, email, and text message, whichever is most expedient, if schedule changes due to work-related circumstances or illness.

II. DECISION-MAKING

A. DAY-TO-DAY DECISIONS

Each parent shall make decisions regarding the day-to-day care of a child while the child is residing with that parent, including any emergency decisions affecting the health or safety of a child.

B. MAJOR DECISIONS

Major decisions regarding each child shall be made as follows:

Educational decisions	☐ Mother	☐ Father	Ξ joint
Non-emergency health care	☐ Mother	☐ Father	Ξ joint
Religious upbringing	☐ Mother	☐ Father	Ξ joint
Extracurricular activities	☐ Mother	☐ Father	Ξ joint

III. FINANCIAL SUPPORT

A. CHILD SUPPORT

Father's gross monthly income is $ 3,227.00
Mother's gross monthly income is $ 1,314.00

1. The final child support order is as follows:
   a. The ☐ Mother Ξ Father shall pay to the other parent as regular child support the sum of $446.00 ☐ weekly Ξ monthly ☐ twice per month ☐ every two weeks. **The Child Support Worksheet shall be attached to this Order as an Exhibit.***

   If this is a deviation from the Child Support Guidelines, explain why:
   _____

2. Retroactive Support: A judgment is hereby awarded in the amount of $_____ to ☐ Mother ☐ Father against the child support payor representing retroactive support required under Section 1240-2-4.06 of the D.H.S. Income Shares Child Support Guidelines dating from _____ which shall be paid (including pre/post judgment interest) at the rate of $_____ per ☐ week ☐ month ☐ twice per month ☐ every two weeks until the judgment is paid in full.

3. Payments shall begin on June 1, 2016.

This support shall be paid:

Ξ directly to the other parent.
☐ to the Central Child Support Receipting Unit, P. O. Box 305200, Nashville, Tennessee 37229, and sent from there to the other parent at: _____.
☐ A Wage Assignment Order is attached to this Parenting Plan.
☐ by direct deposit to the other parent at _____ Bank for deposit in account no. _____.
☐ income assignment not required; Explanation:_____.
☐ other:_____.
The parents acknowledge that court approval must be obtained before child support can be reduced or modified.

*Child Support Worksheet can be found on DHS website at http://www.state.tn.us/humanserv/is/isdocuments.html or at your local child support offices.

B. FEDERAL INCOME TAX EXEMPTION*

The Ξ Mother □ Father is the parent receiving child support.

The Mother shall claim the following children: Even years.
The Father shall claim the following children: Odd years.

The □ Mother Ξ Father may claim the exemptions for the child so long as child support payments are current by the claiming parent on January 15 of the year when the return is due.

The Ξ Mother □ Father will furnish IRS Form 8332 to the parent entitled to the exemption by February 15 of the year the tax return is due.

C. PROOF OF INCOME AND WORK-RELATED CHILD CARE EXPENSES

Each parent shall send proof of income to the other parent for the prior calendar year as follows:

- IRS Forms W-2 and 1099 shall be sent to the other parent on or before February 15.
- A copy of his or her federal income tax return shall be sent to the other parent on or before April 15 or any later date when it is due because of an extension of time for filing.
- The completed form required by the Department of Human Services shall be sent to the Department on or before the date the federal income tax return is due by the parent paying child support. *This requirement applies only if a parent is receiving benefits from the Department for a child.*

The parent paying work-related child care expenses shall send proof of expenses to the other parent for the prior calendar year and an estimate for the next calendar year, on or before February 15.

D. HEALTH AND DENTAL INSURANCE

Reasonable health insurance on the child or children will be:

Ξ maintained by the Mother
□ maintained by the Father

Proof of continuing coverage shall be furnished to the other parent annually or as coverage changes. The parent maintaining coverage shall authorize the other parent to consult with the insurance carrier regarding the coverage in effect.

Uncovered reasonable and necessary medical expenses, which may include but is not limited to, deductibles or co-payments, eyeglasses, contact lens, routine annual physicals, orthodontics, and counseling will be paid by □ Mother □ Father Ξ pro rata in accordance with their incomes. After insurance has paid its portion, the parent receiving the bill will send it to the other parent within ten days. The other parent will pay his or her share within 30 days of receipt of the bill.

If available through work, the Ξ Mother □ Father shall maintain dental, orthodontic, and optical insurance on the minor child or children.

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* NOTE: The child support schedule assumptions in the guidelines (1240-2-4-.03 (6)(b)) assume that the parent receiving the child support will get the tax exemptions for the child.

E. LIFE INSURANCE

If agreed upon by the parties, the ☐ Mother ☐ Father ☐ both shall insure his own life in the minimum amount of $____ by whole life or term insurance. Until the child support obligation has been completed, each policy shall name the child as sole irrevocable primary beneficiary, with the ☐ other parent ☐ other _____, as trustee for the benefit of the child, to serve without bond or accounting.

IV. PRIMARY RESIDENTIAL PARENT (CUSTODIAN) FOR OTHER LEGAL PURPOSES

The child or children are scheduled to reside the majority of the time with the Ξ Mother ☐ Father. This parent is designated as the primary residential parent also known as the custodian, **SOLELY** for purposes of any other applicable state and federal laws. If the parents are listed in Section II as joint decision-makers, then, for purposes of obtaining health or other insurance, they shall be considered to be joint custodians. THIS DESIGNATION DOES NOT AFFECT EITHER PARENT'S RIGHTS OR RESPONSIBILITIES UNDER THIS PARENTING PLAN.

V. DISAGREEMENTS OR MODIFICATION OF PLAN

Should the parents disagree about this Parenting Plan or wish to modify it, they must make a good faith effort to resolve the issue by the process selected below before returning to Court. *Except for financial support issues including child support, health and dental insurance, uncovered medical and dental expenses, and life insurance*, disputes must be submitted to:

- Ξ Mediation by a neutral party chosen by the parents or the Court.
- ☐ Arbitration by a neutral party selected by parents or the Court.
- ☐ The Court DUE TO ORDER OF PROTECTION OR RESTRICTIONS.

The costs of this process may be determined by the alternative dispute process or may be assessed by the Court based upon the incomes of the parents. It must be commenced by notifying the other parent and the Court by Ξ written request ☐ certified mail ☐ other: _____.

In the dispute resolution process:

A. Preference shall be given to carrying out this Parenting Plan.
B. The parents shall use the process to resolve disputes relating to implementation of the Plan.
C. A written record shall be prepared of any agreement reached, and it shall be provided to each parent.
D. If the Court finds that a parent willfully failed to appear without good reason, the Court, upon motion, may award attorney fees and financial sanctions to the prevailing parent.

VI. RIGHTS OF PARENTS

Under T.C.A. § 36-6-101 of Tennessee law, both parents are entitled to the following rights:

(1) The right to unimpeded telephone conversations with the child at least twice a week at reasonable times and for reasonable durations. The parent exercising parenting time shall furnish the other parent with a telephone number where the

child may be reached at the days and time specified in a parenting plan or other court order or, where days and times are not specified, at reasonable times;

(2) The right to send mail to the child which the other parent shall not destroy, deface, open or censor. The parent exercising parenting time shall deliver all letters, packages and other material sent to the child by the other parent as soon as received and shall not interfere with their delivery in any way, unless otherwise provided by law or court order;

(3) The right to receive notice and relevant information as soon as practicable but within twenty-four (24) hours of any hospitalization, major illness or injury, or death of the child. The parent exercising parenting time when such event occurs shall notify the other parent of the event and shall provide all relevant healthcare providers with the contact information for the other parent;

(4) The right to receive directly from the child's school any educational records customarily made available to parents. Upon request from one parent, the parent enrolling the child in school shall provide to the other parent as soon as available each academic year the name, address, telephone number and other contact information for the school. In the case of children who are being homeschooled, the parent providing the homeschooling shall advise the other parent of this fact along with the contact information of any sponsoring entity or other entity involved in the child's education, including access to any individual student records or grades available online. The school or homeschooling entity shall be responsible, upon request, to provide to each parent records customarily made available to parents. The school may require a written request which includes a current mailing address and may further require payment of the reasonable costs of duplicating such records. These records include copies of the child's report cards, attendance records, names of teachers, class schedules, and standardized test scores;

(5) Unless otherwise provided by law, the right to receive copies of the child's medical, health or other treatment records directly from the treating physician or healthcare provider. Upon request from one parent, the parent who has arranged for such treatment or health care shall provide to the other parent the name, address, telephone number and other contact information of the physician or healthcare provider. The keeper of the records may require a written request including a current mailing address and may further require payment of the reasonable costs of duplicating such records. No person who receives the mailing address of a requesting parent as a result of this requirement shall provide such address to the other parent or a third person;

(6) The right to be free of unwarranted derogatory remarks made about such parent or such parent's family by the other parent to or in the presence of the child;

(7) The right to be given at least forty-eight (48) hours notice, whenever possible, of all extracurricular school, athletic, church activities and other activities as to which parental participation or observation would be appropriate, and the opportunity to participate in or observe them. The parent who has enrolled the child in each such activity shall advise the other parent of the activity and provide contact information for the person responsible for its scheduling so that the other parent may make arrangements to participate or observe whenever possible, unless otherwise provided by law or court order;

(8) The right to receive from the other parent, in the event the other parent leaves the state with the minor child or children for more than forty-eight (48) hours, an itinerary which shall include the planned dates of departure and return, the

intended destinations and mode of travel and telephone numbers. The parent traveling with the child or children shall provide this information to the other parent so as to give that parent reasonable notice; and

(9) The right to access and participation in the child's education on the same bases that are provided to all parents including the right of access to the child during lunch and other school activities; provided, that the participation or access is legal and reasonable; however, access must not interfere with the school's day-to-day operations or with the child's educational schedule.

VII. NOTICE REGARDING PARENTAL RELOCATION

The Tennessee statute (T.C.A. § 36-6-108) which governs the notice to be given in connection with the relocation of a parent reads in pertinent part as follows:

If a parent who is spending intervals of time with a child desires to relocate outside the state or more than fifty (50) miles from the other parent within the state, the relocating parent shall send a notice to the other parent at the other parent's last known address by registered or certified mail. Unless excused by the court for exigent circumstances, the notice shall be mailed not later than sixty (60) days prior to the move. The notice shall contain the following:

(1) Statement of intent to move;
(2) Location of proposed new residence;
(3) Reasons for proposed relocation; and
(4) Statement that the other parent may file a petition in opposition to the move within thirty (30) days of receipt of the notice.

VIII. PARENT EDUCATION CLASS

This requirement has been fulfilled by Ξ both parents □ Mother □ Father □ neither.
Failure to attend the parent education class within 60 days of this order is punishable by contempt.

Under penalty of perjury, we declare that this plan has been proposed in good faith and is in the best interest of each minor child and that the statements herein and on the attached child support worksheets are true and correct. ***(A notary public is required if this is a proposed plan by one parent rather than one agreed by both parents.)***

Christina Ewing Watson-Utterstrom 6/6/16
Mother Date and Place Signed

Sworn to and subscribed before me this 6 day of June, 2016.

My commission expires: 10-18-16

KELLY N KEENE STATE OF TENNESSEE NOTARY PUBLIC DAVIDSON COUNTY

Kelly N Keene
Notary Public

Father 6/15/16 Nashville, TN
Date and Place Signed

Sworn to and subscribed before me this 15th day of June 2016.

My commission expires: Oct. 18, 2016

COLLEEN O'CONNELL STATE TENNESSEE NOTARY PUBLIC DAVIDSON COUNTY, TENN.

Colleen O'Connell
Notary Public

APPROVED FOR ENTRY:

Audrey Lee Anderson #019278
Audrey Lee Anderson
Attorney for Mother
501 Union Street, Suite 503
Nashville, TN 37219
(615) 244-3000 [BPR# 019278]

John R. Wilks #32784
John R. Wilks
Attorney for Father
2222 21st Ave. S
Nashville, TN 37212
(615) 800-7096 [BPR# _]

Note: The judge or chancellor may sign below or, instead, sign a Final Decree or a separate Order incorporating this plan.

COURT COSTS (If applicable)

Court costs, if any, are taxed as follows: split equally between the parties.

It is so ORDERED this the 13th day of July, 2016.

Judge

Effective as of 7/22/2008

State of Tennessee - Department of Human Services
Child Support Worksheet

6/6/2016 - 1:25 PM

Part I. Identification

Indicate the status of each parent or caretaker by placing an "X" in the appropriate column

		PRP	ARP	SPLIT
Name of Mother:	Christina Watson			
Name of Father:	Carl Oscar Utterstrom		X	
Name of non-parent Caretaker:				
TCSES case #:				
Docket #:				
Court name:				

Name(s) of Child(ren)	Date of Birth	Days with Mother	Days with Father	Days with Caretaker
Erik Utterstrom	12/16/2009	182.5	182.5	

Part II. Adjusted Gross Income

			Mother \ Column A	Father \ Column B	Nonparent Caretaker \ Column C
	1	Monthly Gross Income	$ 1,314.00	$ 3,227.00	
	1a	Federal benefit for child	+	+	
Use Credit Worksheet to calculate line items 1d - 1e	1b	Self-employment tax paid	- 94.00	- 281.00	
	1c	Subtotal	1,220.00	2,946.00	
	1d	Credit for in-home children	- 0.00	- 0.00	
	1e	Credit for not-in-home children	- 0.00	- 0.00	
	2	Adjusted Gross Income (AGI)	$ 1,220.00	$ 2,946.00	
	2a	Combined Adjusted Gross Income	$4,166.00		
	3	Percentage Share of Income (PI)	29%	71%	

Part III. Parents' Share of BCSO

		Mother \ Column A	Father \ Column B	Nonparent Caretaker \ Column C
4	BCSO allotted to primary parent's household	$ 769.00	$ 0.00	$ 0.00
4a	Share of BCSO owed to primary parent	$ 0.00	$ 545.99	
5	Each parent's average parenting time	N/A	182.5	
6	Parenting time adjustment	$ N/A	$ -223.01	
7	Adjusted BCSO	$ 0.00	$ 322.98	

Effective as of 7/22/2008

State of Tennessee - Department of Human Services
Child Support Worksheet

6/6/2016 - 1:25 PM

Part IV. Additional Expenses

		Mother \ Column A	Father \ Column B	Nonparent Caretaker \ Column C
8a	Children's portion of health insurance premium	$ 173.00	$	$
8b	Recurring uninsured medical expenses	$	$	$
8c	Work-related childcare	$	$	$
9	Total additional expenses	$ 173.00	$ 0.00	$ 0.00
10	Share of additional expenses owed	$ 0.00	$ 122.83	
11	Adjusted Support Obligation (ASO)	$ 0.00	$ 445.81	

Part V. Presumptive Child Support Order

		OBLIGATION	
12	Presumptive Child Support Order (PCSO)	$ 0.00	$ 446.00

* Enter the difference between the greater and smaller numbers from Line 11 except in non-parent caretaker situations

Low Income? N (N=15% Y=7.5%)
Current Order Flat %? N (N / Y)

Modification of Current Child Support Order

13a	Current child support order amount for the obligor parent	$	$
13b	Amount required for significant variance to exist	$ 0.00	$ 0.00
13c	Actual variance between current and presumptive child support orders	$ 0.00	$ 0.00

Part VI. Deviations and FCSO

14	Deviations (Specify):	$	$
15	Final Child Support Order (FCSO)	$ 0.00	$ 446.00
16	FCSO adjusted for Federal benefit, Line 1a, Obligor's column.	$ 0.00	$ 446.00

Deviations must be substantiated by written findings in the Child Support Order

Comments, Calculations, or Rebuttals to Schedule

Preparer's Use Only

Name: Audrey Lee Anderson
Title: Attorney for Mother
Date: 6/6/2016

It is Further Ordered, Adjudged and Decreed that wife's maiden name will be restored to Christina Ewing Watson.

It is further ORDERED, ADJUDGED and DECREED that each party is placed on NOTICE that the Martial Dissolution Agreement and this Final Decree of Divorce does not necessarily affect the ability of a creditor to proceed against a party or a party's property, even though the party is not responsible under the terms of this Final Decree for an account, any debt associated with an account or any debt. Therefore, it may be in your best interest to cancel, close, or freeze any jointly held accounts.

It is further ORDERED, ADJUDGED, and DECREED that the costs of this cause should be and are hereby taxed to the both parties equally.

The address of the parties at the time of the Final Decree of Divorce are as follows:

Wife	Husband
2421 Cabin Hill Road	3105 Barksdale Harbor Drive
Nashville, TN 37214	Nashville, TN 37214

ENTERED THIS THE 13th DAY OF July, 2016.

PHILIP E. SMITH, JUDGE

Approved for Entry,

Audrey Lee Anderson
BPR# 019278

501 Union Street
Suite 503
Nashville, TN 37219
Telephone: (615) 244-3000
Facsimile: (615) 244-3070

Attorney for Wife, Christina Watson-Utterstrom

CERTIFICATE OF SERVICE

I hereby certify that a true and exact copy of the foregoing Final Decree of Divorce has been served on the following by U. S. Mail, postage prepaid:

John R. Wilks
2122 21st Ave. S
Nashville, TN 37212

Christina Ewing Watson-Utterstrom
2421 Cabin Hill Road
Nashville, TN 37214

This the 13th day of July, 2016.

Audrey Lee Anderson

CERTIFICATE OF SERVICE

DOCKET NO. 16D357

I hereby certify I have mailed a copy of the foregoing to the parties/counsel listed below, on this 18TH day of JUNE, 2016.

RICHARD R. ROOKER, Circuit Court Clerk

BY: _____
Deputy Clerk

AUDREY LEE ANDERSON, ATTORNEY
501 UNION ST., SUITE 503
NASHVILLE, TN 37219

JOHN R. WILKS, ATTORNEY
2122 21ST AVE. SOUTH
NASHVILLE, TN 37212

CHRISTINA EWING WATSON-UTTERSTROM
2421 CABIN HILL RD.
NASHVILLE, TN 37214